Response to Cash and Securities RFP Questions

1. Will the cash account (item 3) and the custody accounts be awarded together or will you consider separating the cash account from the custody accounts?

The Treasurer's Office may elect to maintain the existing collateralized cash account with the incumbent vendor. However, the successful vendor will be required to provide a collateralized cash account for all but de minimis cash balances in the Short Term Investment Account.

2. Are we allowed to substitute the index funds with our own investment products?

No.

3. What is the length of the contract?

The contract will be for a two year period, with options to renew for a total of two additional years.

(Questions 4 thru 6 pertain directly to each of the account descriptions referenced in the request)

4. Trust investment account: Is there a third party manager involved with these mutual fund investments or simply directed by the Office of the Treasurer?

The investments will be directed by the Treasurer's Office, however the Treasurer's Office reserves the right to engage investment managers in the future.

5. Short Term investment account: This account is noted to be currently not used, what is the intent for this account? Will it become active? If it becomes active will there be a third party manager or will the custodian be providing management?

The Short Term Investment Account will be utilized when market conditions warrant. All investments will be directed by the Treasurer's Office, however the Treasurer's Office reserves the right to engage investment managers in the future. As a practical matter, investments are expected to be limited to short term U.S. Treasuries, senior obligations of Fannie Mae, Freddie Mac, FFCB, FHLB and available government-guaranteed agencies and GSEs, and potentially top rated commercial paper. Such investments are expected to be held to maturity.

6. Bond proceeds accounts: Third party manager or investment management services to be provided in combination with custodial services. If investment management services are to be considered, do you want a combined fee quote in addition to custodial fee quote?

The investments will be directed by the Treasurer's Office, however the Treasurer's Office reserves the right to engage investment managers in the future.

7. Who is your current custodian?

The current custodian is People's United Bank/People's Trust, with client service located in Burlington, VT.

8. What are your current custodial fees?

This is not relevant information to prospective bidders.

9. What is the term of the contract?

See answer #3 above.

10. Will the State negotiate a contract that includes the State's Standard Contract as well as the bank's terms and conditions?

Attachment C: Standard State Contract Provisions for Contracts and Grants (included with the RFP) will be part of the contract, and is not subject to negotiation.

11. How many separate accounts (separate tax IDs)?

One.

12. How many separate portfolios within each account?

One.

13. Market Value/Size of each account?

Trust Investment Account - $65 million

Short Term Investment Account - $0 currently, has historically been in excess of $50 million

Cash Account – up to $100 million

Bond Proceeds Accounts – approx. $80 million per year, drawn down within three years

14. Number of total securities for each account

The Trust Investment Account is expected to hold between five and eight index mutual funds or exchange traded funds (ETFs) representing generic asset classes. The Cash Account is a collateralized deposit account. Bond Proceeds Accounts currently are invested in one money

market fund, but could be invested in 10-12 laddered fixed income securities in the future. The Short Term Investment Account would be expected to be invested in 10-12 laddered fixed income securities as well. Security par amounts would range from $1 million to $10 million.

15. What percentage of the portfolio is book entry eligible, either DTCC or FED for each account?

The entire portfolio is expected to be book entry eligible.

16. If there are physical securities, how many physical transactions do you have and how are these registered?

There are no physical securities.

17. How many mutual funds?

See answer #14 above.

18. Can you provide a list of securities/cusips/IDs for each account? Can you provide the list of mutual funds?

Trust Investment Account – VINIX, VBTIX, ACCSX, FLBIX,VICBX,VMBIX,SCHP,HYG,VTIBX, VGOVX,VSISX,VDMIX,VERSX,GSG. These could be considered the universe of securities from which selections may be made. It may be subject to change along with market conditions or opportunities.

Bond Proceeds Accounts – FIPXX

Cash Account – N/A

19. For any non-U.S. securities, are the securities Euroclear eligible? If not, please clarify the depository/depositories (and exchanges traded on)

All securities are U.S. securities.

20. Number of security buys on an annual basis for each account

Trust Investment Account –. Approximately 15 each year.

Short Term Investment Account – currently none, potentially several dozen to over 100.

Cash Account – N/A

Bond Proceeds Accounts – one initial mutual fund purchase; potentially one dozen or more per year as laddered securities mature and are reinvested.

21. Number of security sells on an annual basis for each account

Trust Investment Account – Approximately 15 each year.

Short Term Investment Account – few to none anticipated, as almost all securities are held to maturity.

Cash Account – N/A

Bond Proceeds Accounts – few to none anticipated, as almost all securities are held to maturity.

22. Number of wires into the account on an annual basis for each account

Trust Investment Account – 10 to 20 related to sporadic deposits

Short Term Investment Account – very few; likely transfers to and from Cash Account

Cash Account – several per week (approx. 100 per year)

Bond Proceeds Accounts – likely one initial wire upon bond settlement

23. Number of wires out of the account on an annual basis for each account

Trust Investment Account – 10 to 20 related to sporadic draws

Short Term Investment Account – very few; likely transfers to and from Cash Account

Cash Account – several per week (approx. 100 per year)

Bond Proceeds Accounts – approximately two transactions per quarter, one for interest and one for project expenses (8 total per year), but these are likely to be executed as internal transfers to the Cash Account as opposed to wires out

24. Number of checks out of the account on an annual basis for each account

None anticipated.

25. Average balance of cash that is swept overnight for each account

De minimis up to $250,000; larger balances would be invested in collateralized Cash Account.

26. Are any of the portfolios related to employee benefit plans or ERISA related?

No.

27. Is the portfolio self-managed? If not, how many investment managers or separate brokers are utilized?

Yes, however the Treasurer's Office reserves the right to engage investment managers in the future.

28. Can you provide a sample statement for each account available for our review?

See attached.

Under the Scope of Services section:

29. What is meant by "securities clearing account?"

Used interchangeably with "Short Term Investments Account." An account from which buys and sells of short term fixed income securities are executed, to invest State's operating cash in other than the Cash Account.

30. What data information and format is needed to fulfill the GASB 40 needs you have for sorting?

Standard reports containing Security Name, CUSIP, Coupon, Maturity, Shares/Par, Cost and Market Value in pdf or Excel format.

31. What is meant by "purchase and sell securities in accordance with instructions from the State, or investment manager if needed?" Are you looking for the custodian to execute the purchase/sale? As custodian, we are a non-discretionary agent, so we facilitate trade settlement, but we do not do the purchasing/selling.

Currently the State executes purchases and sales of fixed income securities, and directs the custodian to invest in mutual funds. This level of service would be required.

Under the Account Descriptions section:

32. Cash account… is this an operating account needed for the cash or is this cash required to be held in a custody account?

This is operating cash that will be required to be held in a collateralized account.

33. Is the Cash Account an interest bearing account?

Yes.

34. Please elaborate on the Bond Proceeds Accounts and what functions or duties are required for these Bond Proceeds Accounts?

Currently the State typically sells one or more series of general obligation bonds annually. Each series of bonds has a custody account, which will receive an initial cash wire upon settlement of the bonds, will need to be invested in a money market mutual fund, and will need monthly statements of activity for arbitrage rebate reporting (that the Treasurer's Office will compute and monitor). The Treasurer's Office may also elect to invest a portion of these proceeds in laddered fixed income securities described in #5 above, and will need securities settlement services. It is possible the Treasurer's Office would consider repurchase agreements or guaranteed investment contracts at a future date.

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.

3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

   After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

   The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance**: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Per Occurrence
$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: $1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

   A single audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings

involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. **Set Off**: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. T**axes Due to the State**:

    a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

    b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

    c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

    d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. **Child Support**: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

    a. is not under any obligation to pay child support; or
    b. is under such an obligation and is in good standing with respect to that obligation; or
    c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

    Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. **Sub-Agreements**: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of

the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. **No Gifts or Gratuities**: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. **Copies**: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

    Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

VT STATE COLLATERAL
FROM 12/01/13 THROUGH 12/31/13

STATE OF VT TREASURER'S OFFICE
STEPHEN WISLOSKI
PAVILLION BUILDING
109 STATE STREET; 4TH FLOOR
MONTPELIER VT 05609-6200

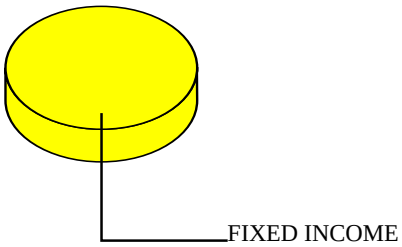
ACCOUNT OFFICER:
GAIL ARCHAMBAULT (802) 660-2210

MARKET SUMMARY

BEGINNING MARKET VALUE	**106,800,422.45**
TOTAL RECEIPTS	12,482,471.48
TOTAL DISBURSEMENTS	-97,604,964.68
UNREALIZED GAIN/LOSS	288,377.98
ENDING MARKET VALUE	**21,966,307.23**

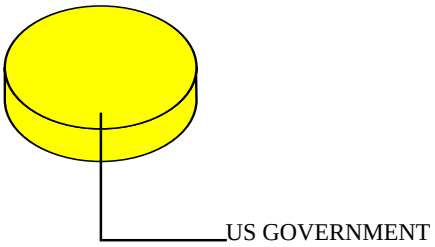
DIVERSIFICATION SUMMARY

	PERCENT OF ASSETS	MARKET VALUE
CASH & EQUIV	0.0%	0.00
FIXED INCOME	100.0%	21,966,307.23
TOTAL ASSETS	**100.0%**	**21,966,307.23**



BOND QUALITY SUMMARY

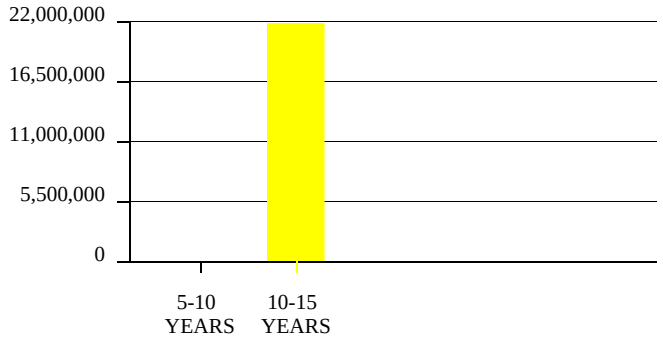
QUALITY RATING	PERCENT OF BONDS	MARKET VALUE
US GOVERNMENT	100.0%	21,966,307.23
TOTAL BONDS	**100.0%**	**21,966,307.23**



ACCOUNT NO. 72-C008-01-7

VT STATE COLLATERAL
FROM 12/01/13 THROUGH 12/31/13

BOND MATURITY SUMMARY



YEARS TO MATURITY	PERCENT OF BONDS	MARKET VALUE
5-10	0.0%	1.08
10-15	100.0%	21,966,306.15
TOTAL BONDS	**100.0%**	**21,966,307.23**

ASSET DETAIL

	QUANTITY	CURRENT YIELD	COST	MARKET VALUE
CASH & EQUIVALENTS				
CASH				
PRINCIPAL CASH	0.000	0.00%	0.00	0.00
INCOME CASH	0.000	0.00%	0.00	0.00
TOTAL CASH			**0.00**	**0.00**
TOTAL CASH & EQUIVALENTS			**0.00**	**0.00**
FIXED INCOME				
GOVERNMENT BONDS				
FEDERAL NATL MTG ASSN 1.750% 6/25/2021	0.300	1.75%	0.30	0.30
FEDERAL NATL MTG ASSN REMIC 1.750% 7/25/2021	0.780	1.75%	0.78	0.78
FHLMC REMIC SERIES 4051, DTD 05/01/2012, 1.750%, 01/15/2027	6,948,874.078	1.80%	6,948,874.08	6,737,802.03
FHLMC REMIC SERIES 4051, DTD 05/01/2012, 1.750%, 05/15/2027	979,473.550	1.80%	979,473.55	953,902.43
FHLMC REMIC SERIES 4046, DTD 05/01/2012, 1.750%, 05/15/2027	14,642,254.050	1.80%	14,642,254.05	14,274,601.69
TOTAL GOVERNMENT BONDS			**22,570,602.76**	**21,966,307.23**
TOTAL FIXED INCOME			**22,570,602.76**	**21,966,307.23**

ACCOUNT NO. 72-C008-01-7

VT STATE COLLATERAL
FROM 12/01/13 THROUGH 12/31/13

TRANSACTIONS

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
NON-CASH ACTIVITY				
	FEDERAL NATL MTG ASSN REMIC 1.750% 7/25/2021			
12/13/13	DELIVERED 307861.120 PAR VALUE			-307,861.12
12/30/13				-16,169,665.68
	FEDERAL NATL MTG ASSN 1.750% 6/25/2021			
12/13/13	DELIVERED 434684.700 PAR VALUE			-434,684.70
12/30/13				-15,833,308.20
	FHLMC REMIC SERIES 4051, DTD 05/01/2012, 1.750%, 01/15/2027			
12/13/13	DELIVERED 80942.810 PAR VALUE			-80,942.81
	FHLMC REMIC SERIES 4051, DTD 05/01/2012, 1.750%, 05/15/2027			
12/13/13	DELIVERED 38121.750 PAR VALUE			-38,121.75
12/18/13				-2,285,437.60
	FHLMC REMIC SERIES 4046, DTD 05/01/2012, 1.750%, 05/15/2027			
12/13/13	DELIVERED 184648.650 PAR VALUE			-184,648.65
	FHLMC REMIC SERIES 4046,DTD 05/01/2012, 1.750%, 05/15/2027			
12/13/13	DELIVERED 519191.620 PAR VALUE			-519,191.62
12/30/13				-49,268,631.07
	FEDERAL HOME LOAN MTG CORP SER 4060 1.500% 09/15/2026			
12/04/13				12,482,471.48
12/13/13	DELIVERED 132883.170 PAR VALUE			-132,883.17
12/30/13				-12,349,588.31
TOTAL NON-CASH ACTIVITY		**0.00**	**0.00**	**-85,122,493.20**

Money Market Fees

People‘s United Bank provides administrative services to money market fund providers for the investment of cash held in your account. Such services include maintaining records of funds invested on a daily basis, application of the daily rate factors to daily fund balances, investment and divestment of all cash flows in order to insure that cash balances are invested at all times and processing and posting of dividends. In consideration for these services People’s United Bank receives a fee directly from the money market fund based upon the amounts invested, prorated daily. The dividends paid by the fund are net of such fees. If you have any questions, please do not hesitate to contact your Account Manager.

Investment Products and Assets held in a fiduciary account are not deposits, or other obligations, are not guaranteed by People’s United Bank, and are not insured by the FDIC, by any other government agency, or by People’s United Bank, or any of its affiliates, and may lose value.

VT ST TRUST INVESTMENT ACCOUNT
FROM 12/01/13 THROUGH 12/31/13

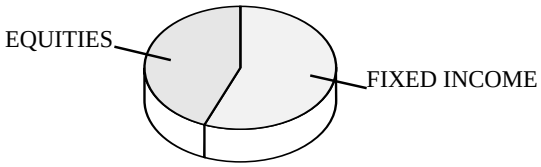
STATE OF VT TREASURER'S OFFICE
STEPHEN WISLOSKI
PAVILLION BUILDING
109 STATE STREET; 4TH FLOOR
MONTPELIER VT 05609-6200

ACCOUNT OFFICER:
JEFFREY L. KINNEY (802) 660-1490

MARKET SUMMARY

BEGINNING MARKET VALUE	**62,572,184.91**
TOTAL RECEIPTS	187,386.05
REALIZED GAIN/LOSS	26,760.30
UNREALIZED GAIN/LOSS	201,919.24
ENDING MARKET VALUE	**62,988,250.50**

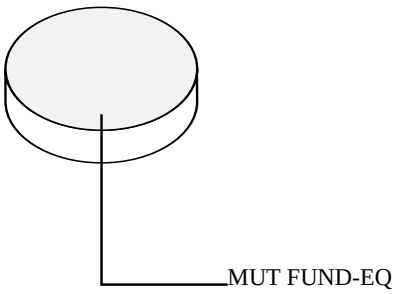
DIVERSIFICATION SUMMARY



	PERCENT OF ASSETS	MARKET VALUE
CASH & EQUIV	0.0%	0.00
FIXED INCOME	56.1%	35,350,276.64
EQUITIES	43.9%	27,637,973.86
TOTAL ASSETS	**100.0%**	**62,988,250.50**

EQUITIES DIVERSIFICATION

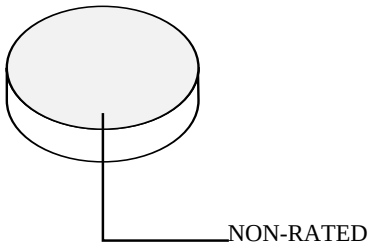
	PERCENT OF STOCKS	MARKET VALUE
MUT FUND-EQ	100.0%	27,637,973.86
TOTAL EQUITIES	**100.0%**	**27,637,973.86**



ACCOUNT NO. 72-C245-83-3

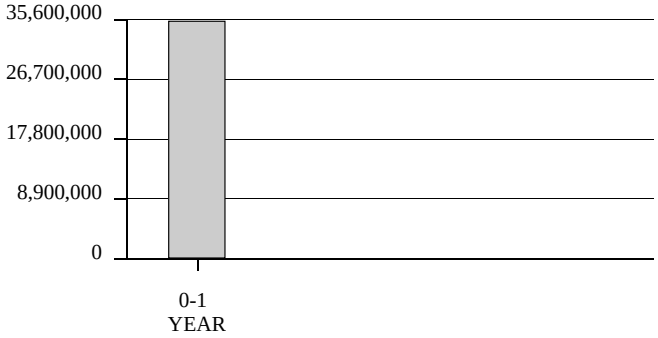
VT ST TRUST INVESTMENT ACCOUNT
FROM 12/01/13 THROUGH 12/31/13

BOND QUALITY SUMMARY



QUALITY RATING	PERCENT OF BONDS	MARKET VALUE
NON-RATED	100.0%	35,350,276.64
TOTAL BONDS	**100.0%**	**35,350,276.64**

BOND MATURITY SUMMARY



YEARS TO MATURITY	PERCENT OF BONDS	MARKET VALUE
0-1	100.0%	35,350,276.64
TOTAL BONDS	**100.0%**	**35,350,276.64**

ASSET DETAIL

	QUANTITY	CURRENT YIELD	COST	MARKET VALUE
CASH & EQUIVALENTS				
CASH				
PRINCIPAL CASH	0.000	0.00%	0.00	0.00
INCOME CASH	0.000	0.00%	0.00	0.00
TOTAL CASH			**0.00**	**0.00**
TOTAL CASH & EQUIVALENTS			**0.00**	**0.00**
FIXED INCOME				
MUTUAL FUNDS-FIXED				
VANGUARD TOTAL BOND MKT INDEX INSTL #222	3,347,564.076	2.54%	35,917,494.84	35,350,276.64
TOTAL MUTUAL FUNDS-FIXED			**35,917,494.84**	**35,350,276.64**
TOTAL FIXED INCOME			**35,917,494.84**	**35,350,276.64**

VT ST TRUST INVESTMENT ACCOUNT
FROM 12/01/13 THROUGH 12/31/13

ASSET DETAIL

	QUANTITY	CURRENT YIELD	COST	MARKET VALUE
EQUITIES				
MUTUAL FUNDS-EQUITY				
VANGUARD INSTL INDEX INSTL #94	163,267.804	1.85%	26,548,049.81	27,637,973.86
TOTAL MUTUAL FUNDS-EQUITY			**26,548,049.81**	**27,637,973.86**
TOTAL EQUITIES			**26,548,049.81**	**27,637,973.86**

TRANSACTIONS

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
RECEIPTS				
DIVIDENDS				
	VANGUARD TOTAL BOND MKT INDEX INSTL #222			
12/02/13	DIV .010 PER SH ON 3,341,048 SHS		42,517.43	
	VANGUARD INSTL INDEX INSTL #94			
12/27/13	DIV .892 PER SH ON 162,408 SHS		144,868.62	
TOTAL DIVIDENDS		**0.00**	**187,386.05**	**0.00**
TOTAL RECEIPTS		**0.00**	**187,386.05**	**0.00**
PURCHASES				
	VANGUARD TOTAL BOND MKT INDEX INSTL #222			
12/02/13	RECD 3988.502 SHS AS A REINVESTED DIV AT $ 10.660 PER SH		-42,517.43	42,517.43
12/24/13	RECD 2526.941 SHS AS A REINVESTED CAPITAL GAINS DISTRIBUTION		-26,760.30	26,760.30
	VANGUARD INSTL INDEX INSTL #94			
12/27/13	RECD 859.041 SHS AS A REINVESTED DIV AT $ 168.640 PER SH		-144,868.62	144,868.62
TOTAL PURCHASES		**0.00**	**-214,146.35**	**214,146.35**
LONG-TERM CAPITAL GAINS				
	VANGUARD TOTAL BOND MKT INDEX INSTL #222			
12/24/13	LONG TERM CAPITAL GAINS DIST AT $ .008 PER SHARE		26,760.30	
LONG-TERM CAPITAL GAINS		**0.00**	**26,760.30**	**0.00**

Money Market Fees

People‘s United Bank provides administrative services to money market fund providers for the investment of cash held in your account. Such services include maintaining records of funds invested on a daily basis, application of the daily rate factors to daily fund balances, investment and divestment of all cash flows in order to insure that cash balances are invested at all times and processing and posting of dividends. In consideration for these services People’s United Bank receives a fee directly from the money market fund based upon the amounts invested, prorated daily. The dividends paid by the fund are net of such fees. If you have any questions, please do not hesitate to contact your Account Manager.

Investment Products and Assets held in a fiduciary account are not deposits, or other obligations, are not guaranteed by People’s United Bank, and are not insured by the FDIC, by any other government agency, or by People’s United Bank, or any of its affiliates, and may lose value.

VT ST 2013B CUSTODY
FROM 12/01/13 THROUGH 12/31/13

STATE OF VT TREASURER'S OFFICE
STEPHEN WISLOSKI
PAVILLION BUILDING
109 STATE STREET; 4TH FLOOR
MONTPELIER VT 05609-6200

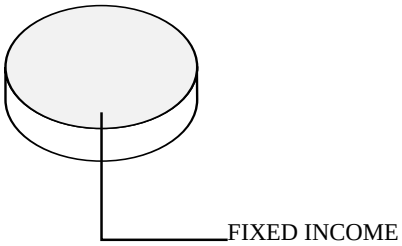
ACCOUNT OFFICER:
JEFFREY L. KINNEY (802) 660-1490

MARKET SUMMARY

BEGINNING MARKET VALUE	**29,920,780.76**
TOTAL RECEIPTS	681.39
TOTAL DISBURSEMENTS	-871,968.89
REALIZED GAIN/LOSS	0.00
UNREALIZED GAIN/LOSS	0.00
ENDING MARKET VALUE	**29,049,493.26**

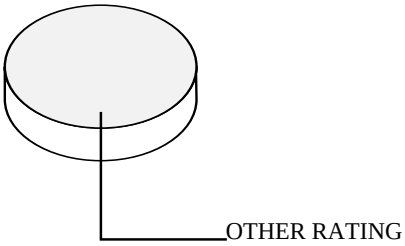
DIVERSIFICATION SUMMARY

	PERCENT OF ASSETS	MARKET VALUE
CASH & EQUIV	0.0%	0.00
FIXED INCOME	100.0%	29,049,493.26
TOTAL ASSETS	**100.0%**	**29,049,493.26**



BOND QUALITY SUMMARY

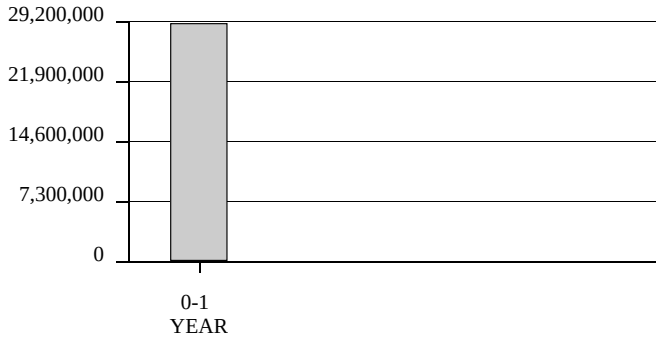
QUALITY RATING	PERCENT OF BONDS	MARKET VALUE
OTHER RATING	100.0%	29,049,493.26
TOTAL BONDS	**100.0%**	**29,049,493.26**



ACCOUNT NO. 88-C038-28-3

VT ST 2013B CUSTODY
FROM 12/01/13 THROUGH 12/31/13

BOND MATURITY SUMMARY



YEARS TO MATURITY	PERCENT OF BONDS	MARKET VALUE
0-1	100.0%	29,049,493.26
TOTAL BONDS	**100.0%**	**29,049,493.26**

ASSET DETAIL

	QUANTITY	CURRENT YIELD	COST	MARKET VALUE
CASH & EQUIVALENTS				
CASH				
PRINCIPAL CASH	0.000	0.00%	0.00	0.00
INCOME CASH	0.000	0.00%	0.00	0.00
TOTAL CASH			**0.00**	**0.00**
TOTAL CASH & EQUIVALENTS			**0.00**	**0.00**
FIXED INCOME				
MUTUAL FUNDS-FIXED				
FIDELITY PRIME MONEY MKT PORT #2014 INSTL	29,049,493.260	0.03%	29,049,493.26	29,049,493.26
TOTAL MUTUAL FUNDS-FIXED			**29,049,493.26**	**29,049,493.26**
TOTAL FIXED INCOME			**29,049,493.26**	**29,049,493.26**

TRANSACTIONS

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
RECEIPTS				
DIVIDENDS				
	FIDELITY PRIME MONEY MKT PORT #2014 INSTL			
12/02/13	DIV TO 11/30/13		681.39	
TOTAL DIVIDENDS		**0.00**	**681.39**	**0.00**
TOTAL RECEIPTS		**0.00**	**681.39**	**0.00**

ACCOUNT NO. 88-C038-28-3

VT ST 2013B CUSTODY
FROM 12/01/13 THROUGH 12/31/13

TRANSACTIONS

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
DISBURSEMENTS				
	PAYMENTS TO OR FOR BENEFICIARY			
12/30/13	CREDITS TO 86605465 - VT ST CONCENTRATION 12/30/13 PEOPLE'S UNITED BANK AC#86605465		-871,968.89	
	TOTAL PAYMENTS TO OR FOR BENEFICIARY	**0.00**	**-871,968.89**	**0.00**
TOTAL DISBURSEMENTS		**0.00**	**-871,968.89**	**0.00**
PURCHASES				
	FIDELITY PRIME MONEY MKT PORT #2014 INSTL			
12/04/13	PURCHASED 681.390 SHS 12/03/13 @ 1		-681.39	681.39
TOTAL PURCHASES		**0.00**	**-681.39**	**681.39**
SALES				
	FIDELITY PRIME MONEY MKT PORT #2014 INSTL			
12/30/13	SOLD 871968.890 SHS 12/27/13 @ 1		871,968.89	-871,968.89
TOTAL SALES		**0.00**	**871,968.89**	**-871,968.89**

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